



# **Homeowners Association**



## **Handbook of Information and Rules**

**Summit Highlands II Homeowners Association  
8800 Primrose Lane  
Macedonia, Ohio 44056**

**Date Enacted: July 16, 2018**

**Date Effective: August 1, 2018**

## Table of Contents

Introduction	1
Monthly Association Fees/Collection Policy	2
Insurance	3
Architectural Rules and Regulations	4
Landscaping	5
Snow Removal	6
Garbage/Trash Removal	6
Signs	7
Parking/Motor Vehicles	7
Animals/Pets	8
Nuisances	8
Cable Television/Satellite Dish	8
Weapons/Firearms	9
Tents/Trailers/Temporary Structures	9
Lighting	9
Security	9
Leasing	10
Selling Your Home	10
Complaint Procedure	10
Enforcement Procedure	11/12
Maintenance/Repairs	13
Sunshine Fund	13
Guidelines for Garage/Yard/Moving Sales	13
Reference Page	14
Architectural Request Form	15

## Introduction

Dear Homeowner:

Welcome to Summit Highlands II, a planned unit development (P.U.D.). On behalf of the Homeowners Association and its Board of Trustees, we welcome you and hope you enjoy living in this great community. We are a community of 59 detached cluster homes living in close proximity. We must have rules to peacefully co-exist.

In order to maintain Summit Highlands II as a desirable and attractive community, we have established a set of rules derived from and consistent with the Declaration and Bylaws filed with Summit County. These rules take into consideration the safety, comfort and property rights of all owners and residents. Expectations are that homeowners cooperate and uphold these rules.

The Board of Trustees, along with our property management company, is given authority to officially announce and enforce these rules by the Declaration, (Article XI, Section 5) and the Bylaws, (Article III, Subset C, Section 15, Items a-l). This booklet is intended to supplement, not replace the Declaration Of Covenants and Bylaws. Therefore, if there should be an inadvertent discrepancy between what is expressed in this booklet and the recorded document, the Declaration and Bylaws shall govern.

We ask that you familiarize yourself with these rules, keep them handy and refer to them when necessary. If something should arise that is not covered by these rules, please do not hesitate to contact the property management company during normal business hours.

At any time please submit your questions, comments or ideas to:

Renner Management Group, Inc.  
Attn.: Summit Highlands II Property Manager  
10147 Royalton Rd., Suite D  
P.O. Box 33208  
North Royalton, Ohio 44133  
Phone: 440-237-5567

Sincerely,  
Board of Trustees  
Summit Highlands II Homeowners Association

## Monthly Association Fees

1. As a homeowner you have agreed to pay a monthly association fee to the Summit Highlands II Homeowners Association. Currently the fee is \$165 per month. Payments are due on or before the first of each month.
2. The management company accepts many different forms of payment. You can choose a lockbox service where you mail the monthly coupon and your check, an automatic recurring debit from your checking account, online payment services provided by your bank or an electronic check.
3. Currently the management company provides a coupon book mailed to each homeowner. **You will not receive a monthly bill.** Non-payment will initiate the collection policy and procedure enacted on October 17, 2005.
4. Please contact the management company if you have a question about your individual monthly association fee. Their contact information can be found on page 1 of this book.

## Collection Policy

1. All assessments, including maintenance fees, are due on the first (1<sup>st</sup>) day of the month and are considered late if not received by the 10<sup>th</sup> of the month.
2. An administrative late charge of \$10.00 per month shall be incurred for any late payment and on any unpaid balance. (Subject to increase upon further notice.)
3. Any payment made by the homeowner shall be applied in the following order:
  - a. Administrative late fees owed the Association.
  - b. Collection costs, attorney's fees incurred by the Association.
  - c. Principal amounts owed on the account for common expenses and assessments.
4. Any past due assessments may cause a lien and foreclosure to be filed against the owner.

Continued on page 3

## **Collection Policy Con't**

5. Any cost, including attorney's fees, recording costs, title report and/or court costs, incurred by the Association in the collection of delinquent assessments shall be added to the amount owed by the delinquent owner.
6. If any owner (either by his or her conduct or by the conduct of any occupant) fails to perform any act that he/she is requested to perform by the Declaration, the Bylaws or the Rules and Regulations, the Association may, but shall not be obligated to, undertake such performance or cure such violation and shall charge and collect from said owner the entire cost and expense, including reasonable attorney fees, of such performing or cure incurred by the Association. Any such amount due and payable immediately following notification of such charge, and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were for common expenses.

## **Insurance**

1. The Summit Highlands II Homeowners Association does not insure the homes within the development. The Association carries liability insurance on the common grounds only.
2. Each unit owner is required to purchase at his/her own expense, all-risk casualty insurance on the unit and lot. This insurance shall be in the amount sufficient to cover one hundred percent (100%) of the replacement cost in the event of damage or destruction from any insured casualty without co-insurance penalty.
3. Unit owners may be asked to provide a copy of their homeowner's insurance declarations page at the request of the board of trustees or the management company.

## **Architectural Committee Rules and Regulations**

In order to create uniformity, preserve the integrity and establish common guidelines and standards for improvement projects within Summit Highlands II, the following rules apply to all external projects.

1. A written request with supporting detailed information and drawings for any type of modification, installation, or addition to the exterior of a unit must be submitted to the Architectural Control Committee. Written approval must be obtained from them prior to the initiation of any exterior project. Failure to receive prior written approval may result in the removal of an unapproved item at the homeowner's expense.
2. Approval by the ACC for exterior structures does not replace the need for a building permit from the City of Macedonia.
3. Installation of replacement garage doors, windows, and or entrance door(s) must have prior written approval from the Architectural Control Committee.
4. Storm/Screen doors must be full-view clear glass with no decorative trim and must match the color of the entrance door. The door style and frame color must be approved by the Architectural Control Committee.
5. Changing the grade of any portion of the Summit Highlands II area is prohibited without the prior written approval of the Architectural Control Committee.
6. The installation of any window air conditioning unit is prohibited.
7. Any fees for permits and/or inspections charged by governmental agencies are the responsibility of the unit homeowner.
8. The ACC form is provided on page 14 of this book.
9. No flags, other than the American Flag, military service flags, blue star or blue line flags, larger than 24"X24", may be displayed without prior written approval of the Architectural Control Committee. Please follow proper American Flag etiquette including illumination after dusk.

## Landscaping

1. The watering of lawns, trees, shrubs and flowerbeds in your exclusive use and common areas adjacent to your homes the responsibility of the homeowner.
2. Depending on the condition of the beds, the Association may mulch all front beds. Residents mulching their bed may only use dark hardwood mulch that is similar in color and consistency to that in the rest of the development. No offset of cost shall be claimed.
3. The homeowner is responsible for mulching any beds that he/she has added to the home. The Association will not be responsible for any mulching, tree, or shrub maintenance to the added beds. A defined edge between flower beds and lawn areas is required.
4. Homeowners are prohibited from changing, adding or removing any healthy shrubbery or trees without prior written approval of the Architectural Control Committee. Trees or shrubs planted by the homeowner need to be maintained and replaced as needed at the homeowners expense.
5. Changes to the exterior of the unit that utilizes railroad ties, landscaping timbers, bricks, rocks and/or other such items as shrub bed enclosures are prohibited without prior written approval of the Architectural Control Committee. Fences of any kind are prohibited.
6. Lawn ornaments and rocks may not be placed in the shrub beds without prior written approval of the Architectural Committee.
7. Unit owners must not give instructions to any service contractor (i.e. landscaper, lawn care person, snowplow operator) who has been hired by the Association. This requirement is not intended to reduce or refuse service; it is simply an administrative procedure to insure the contractor is performing the work in accordance with the contractual agreement. All service contractor requests or complaints must be directed to the property manager either by phone or in writing. Please refer to page 1 for contact information.

## Snow Removal

1. The Association is responsible for reasonable snow removal on the streets, driveways, guest parking and mailbox areas.
2. Removal of snow on paved walkways throughout the development will not be performed.
3. Removal of snow on paved walkways on the individual lot/unit is the responsibility of the homeowner.
4. Vehicle(s) parked in your driveway during snow removal will prevent your driveway from being plowed.
5. Vehicle(s) parked in guest parking areas during snow removal will prevent the guest parking areas from being plowed.
6. Homeowners are expected to keep all vehicles in their garage or driveway.

## Garbage/Trash Removal

1. Trash collection is on Friday. Questions concerning service for the removal of large items such as discarded furniture or appliances must be directed to the management company in writing. **Additional costs for the removal of those items are the responsibility of the homeowner.**
2. Garbage/trash must be secured in a closed container that will prevent it from being scattered or blown into lawn areas and will prevent animals from breaking an scattering contents. It is the homeowners responsibility to immediately clean up scattered contents if it does occur.
3. Garbage/trash containers, bags and other similar items shall be kept within garages until they are set out for collection.
4. Garbage/trash, in secure containers, may be placed at the curb after dark the night before the day of collection. Empty refuse containers need to be placed in the garage on the day of collection.
5. When a holiday occurs, in a particular week, on the normal workday, garbage/trash may not be collected until one business day later than the scheduled day.
6. Recycling bins are located near the athletic fields behind the Macedonia Recreation Center.

## Signs

1. One (1) real estate “For Sale” sign shall be permitted when a unit is on the market. It should be no larger than 24”X24” and displayed only in the front bed and shall be removed immediately upon transfer of title. The Board of Trustees shall have the right to erect signs or other advertising devices within the Summit Highlands II area as they, in their sole discretion, deem appropriate. No other sign or any other advertising device of any kind shall be erected within the Summit Highlands II area.

## Parking/Motor Vehicles

1. Vehicles shall be parked only in the attached garages, driveways or the designated parking areas
2. NO overnight parking is permitted on the streets in the Summit Highlands II area or within the City of Macedonia without permission of the Macedonia Police Department.
3. Residents are to use the parking areas available in their garages or in the driveway directly in front of their garages for parking their vehicles. Off street parking spaces are for use by visitors and guests of residents and are not to be used for parking by residents.
4. The following vehicles are prohibited from being stored within the Summit Highlands II area, except within the confines of a garage:
  - a. Commercial Vehicles
  - b. Tractors
  - c. Mobile Homes
  - d. Boats and boat trailers
  - e. Recreational vehicles
  - f. Trailers (with or without wheels)
  - g. Campers and camper trailers
  - h. Non licensed motor vehicles
  - i. Motorcycles
5. Automobile repairs are to be performed in your garage and are prohibited in all other areas.
6. Parking on the lawn is prohibited.
7. Oil leaks and spills on any parking area or streets within Summit Highlands II area must be cleaned immediately by the responsible resident.

## **Animals/Pets**

1. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the Summit Highlands II area except that one(1) dog, up to two (2) cats, fish in indoor aquariums or tanks, and birds, and reptiles in cages and tanks shall be permitted.
2. No pets are permitted to roam free. Dogs and cats shall at all times whenever they are outside, be confined on a leash and held by a responsible person.
3. Pet owners must promptly clean up and dispose of animal waste. Pets may not be left or chained outside unattended, including on decks or in garages.
4. A pet that, in the sole discretion of the Board of Trustees, constitutes a nuisance or inconvenience may be removed.

## **Nuisances**

1. No portion of Summit Highlands II area shall be used in whole or in part for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition.
2. No device or any thing shall be kept on the portion of the Summit Highlands II area that might disturb the peace, quiet, safety, comfort or serenity of the residents or surrounding property owners.
3. Any noise, including loud music, emitted from an automobile or household stereo system, that disturbs occupants of surrounding households is prohibited.
4. Littering is prohibited.

## **Cable Television/Satellite Dish**

1. Installation of any satellite dish/antenna on, attached to, or extending into the common area is prohibited. Any owner contemplating the installation of a satellite dish/antenna elsewhere on the property must notify the ACC committee indicating the proposed location, height, and screening materials to be used. All Governmental Satellite dish rules will apply.
2. It is the homeowners responsibility to arrange for cable television installation if so desired. Wiring must be properly buried underground.

## **Weapons/Firearms**

1. The discharge of weapons within the Summit Highlands II area is prohibited.
2. The term “weapons” includes “B-B” guns, pellet guns, and firearms of all types, bows and arrows, and slingshots.

## **Tents, Trailers and Temporary Structures**

1. Tents, utility sheds, shacks, trailers or structures of a temporary nature shall not be placed upon a lot or any part of the Summit Highlands II area.

## **Lighting**

1. Except for seasonal holiday decorative lights which may be illuminated between Thanksgiving and January 10th only, all exterior lights must be approved by the Architectural Control Committee. The outdoor holiday lights and decorations must be removed by March 1st, weather permitting.
2. Halloween lighting may be illuminated between October 1st and October 31st. Decorations must be removed promptly after the holiday.
3. Inflatable decorations are prohibited.

## **Security**

Security is one of the major concerns of all residents.

1. To preserve the exterior integrity of the decorative garage lights and front lamppost lights, it is the homeowners responsibility to replace burned out light bulbs promptly. It is recommended that 60 watt bulbs be used for the decorative garage lights, and the sensors be replaced when they burn out. Garage Lights or Post Lights must be lit from dusk to dawn.
2. Summit Highlands II participates in the voluntary Block Watch Program. Keep a watchful eye out for any unusual happenings in the neighborhood. Report any suspicious person or unusual activities immediately to the Macedonia Police Department at 330-468-1234 or in an emergency call 911.
3. Please keep garage doors closed at all times when the garage is unattended.

## Leasing of Units

1. No Unit owner shall lease, let or rent their unit. Exceptions are made for parent(s) or child(ren) of the Unit owner, cases of practical difficulty or other undue hardship and Grandfathered Units. Restrictions and conditions for these exceptions are defined by the July 2018 Amendment to the Declaration, **Article XII Section 15, Unit Leases.**
2. The names of all persons leasing a unit shall be furnished to the Board or Trustees by the owner prior to the proposed lease as a condition of such lease: and any lessee shall be subject to all the duties and obligations set forth in the Declarations and Bylaws.

## Selling Your Home

1. Homeowners are to notify the Board of Trustees in writing of any change in occupancy thirty (30) days prior to such change.
2. The seller is responsible for providing a copy of the Declaration and Bylaws, Rules and Information Handbook to the buyer. If the seller cannot provide these documents to the buyer, a \$50.00 charge will be added to the escrow fees to provide for the purchase of these documents for the buyer.
3. The owner or real estate agent must notify the Board of Trustees and the management company to make arrangements for the assessment fee update information.
4. Please contact the management company. They will work with the title company in providing information for the escrow fees. The contact information can be found on page 1 of this book.

## Complaint Procedure

1. Complaints concerning the violation of the rules must be made to the property manager **IN WRITING** (address page 1), and must be signed by the individual and include date, address, and telephone number of complainant.
2. The property manager or the Board of Trustees will, in most cases, contact the alleged violator, **IN WRITING**, following receipt of each complaint and a reasonable effort will be made to correct the violation.
3. If reasonable efforts to gain compliance are unsuccessful, the owner will be subject to the provisions contained in the Declaration, Article XII, Section 19, and Violation of Article XII.

## **Enforcement Procedure**

1. The owner shall be responsible for any violation of the Declaration and By-laws or Rules by the owner, guests, or the occupant including tenants of his/her unit.
2. A rule violation that, by the determination of the Board of Trustees, affects the rights of others or their property may result in immediate legal action.
3. The entire cost of effectuating a legal remedy to impose rule compliance, including attorney fees, shall be added to the account of the responsible owner.
4. In addition to any other action and in accordance with the procedure outlined in Section 6 below, a penalty assessment of up to but not exceeding fifty dollars (\$50.00) per occurrence or, if the violation is of an ongoing nature, per day MAY be levied by the Board on any owner found in violation of a rule.
5. All costs for extra cleaning and/or repairs stemming from the violation of a rule will also be added to the responsible owner's account.
6. Prior to the imposition of a penalty assessment for a rule violation, the following procedure will be followed and written demand to stop the alleged violation will be served upon the alleged responsible owner specifying :
  - A. The nature of the alleged violation.
  - B. The action required to abate the alleged violation.
  - C. A fifteen day (15) time period during which the violation be abated without the imposition of an assessment, if the alleged violation is a continuing one, or a statement that further alleged violation of the same rule may result in the imposition of an assessment.

**Continued on page 12**

## **Enforcement Procedure Con't**

7. If the same rule is allegedly violated past the time period specified above, the Board of Trustees will serve the owner written notice of a hearing to be held by the Board of Trustees. The notice will contain:
  - A. The nature of the alleged violation:
  - B. The time and place of the hearing, including at least a fourteen day (14) day notice:
  - C. A request for the responsible owner to attend the hearing and supply a statement or evidence on his/her behalf.
  - D. The intent of the Board of Trustees to impose up to a fifty-dollar (\$50.00) assessment per violation occurrence.
8. At the hearing, the Board of Trustees and the alleged responsible owner will have the right to present any evidence. This hearing will be held in Executive Session and proof of the hearing, evidence and written notice to the owner to abate the action, and intent to impose an assessment shall become part of the minutes.
9. The assessment will be imposed by a majority vote of the members of the Board of Trustees then present at the hearing. The owner will then receive written notice of the Board's decision and any penalty assessment imposed within ten (10) days of the hearing.

## **Maintenance/Repairs**

1. All maintenance, repairs and service suggested or required to be undertaken by the homeowner should be performed by a qualified professional.
2. Whether the homeowner performs such work or a professional, the Association will not be responsible for any property damage or bodily injury, which occurs during or as a result of such work. Any risk or liability is the responsibility of the homeowner and is assumed by the homeowner.
3. Warranted items are against defects in materials and workmanship only. Where the cause of damage is determined to be from severe weather conditions, or owner negligence, the warranty will not apply. In no event is there any warranty against consequential damages.

## **Sunshine Fund**

Please notify the Board Secretary if you know of a resident's death. After consulting with the family, the Association will make a charitable contribution in the residents name, send flowers or deliver a food tray to the family. The donation will be in the amount of fifty dollars (\$50.00).

## **Guidelines for Garage/Yard/Moving Sales**

1. Garage/Yard Sales may only occur on Thursday, Friday, and Saturday of the second weekend in June of each year.
2. Sales may not begin earlier than 9:00AM and continue no later than 5:00PM.
3. If a homeowner wishes to organize a number of homeowners to have a community wide sale, it will be permitted. The organization of that community wide sale will not be subject to board review.
4. A sign may be placed at both the entrance of the development and at the individual homeowners unit. Balloons marking the home will be permitted.
5. The individual homeowner having the sale will be responsible for controlling the parking to make sure each homeowner has access to their home during the sale. Parking on any grass areas will not be permitted.
6. Moving Sales may occur only on one weekend (Thursday, Friday and Saturday), if the home is on the market or it has been sold and a move is imminent. Only one moving sale weekend is permitted per homeowner.

## Reference Page

### Paint Colors

Sherwin Williams Resilient Brand Paint in Satin Finish

### Exterior Trim

- Loggia SW 7506

### Doors

- Green Door - Green House SW 2933

- Red Door - Sundried Tomato SW 7585 uses Special Base - Primary Red

\*\*Call ahead to be sure it is in stock

- White Door - Superwhite - Package Resilient Color - No color number.

\* **Storm Doors Must Match Door Color**

### House Shutters

- Jasper SW 6216

### Roofing Color and Style

Timberline HD Weathered Wood Lifetime Architectural Shingles with StainGuard, or Equivalent which must be approved by ACC.

### Mulch

Brown shredded hardwood

**Architectural Control Committee  
Plans Submitted for Approval**

Mail to : Summit Highlands II HOA Attn.:ACC  
8800 Primrose Lane  
Macedonia Ohio 44056

Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ S/L# \_\_\_\_\_

Give a brief description of the additions/changes requested.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACH DETAILED PLANS FOLLOWING THE GUIDELINES BELOW:**

All plans for flowerbeds, planting of trees/shrubs, walkways, retainer walls, and borders must be submitted in writing to the Architectural Control Committee (ACC). This includes the types of trees/shrubs to be planted and the type of materials to be used in walkways, retainer walls and boarders. The detailed plans for decks or other construction must also be submitted in writing and include the specifications of the proposed construction, installation, and materials to be used.

Please include a to scale drawing of your proposal with the proximity to your home. You may submit a copy or the landscapers plan, a copy of the plans your builder submits to the Building Department of the City of Macedonia or your own detailed plans. **You must have ACC approval before beginning the project. ACC approval does not replace the need for building permits from the City of Macedonia.**

Please remember that maintenance of these areas becomes your responsibility and the Summit Highlands II HOA is not responsible for damages to these items due to normal maintenance by landscapers on either your property or the common areas. Compliance is based upon the Declarations and Bylaws governing your community.

If not maintained, the area will be returned to its original condition at the homeowners expense.

ACC \_\_\_\_\_  
APPROVED                      RESUBMIT                      DENIED                      DATE